

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI827128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Aervoe, LLC	01/29/2025
RECEIVING PARTY DATA	
Company Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn, Floor 35
Internal Address:	Suite IL 1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	8544686
Patent Number:	8910831
Patent Number:	9114415
Patent Number:	8579460
Patent Number:	8550653
Patent Number:	9046229
Patent Number:	D650932
Patent Number:	D654387
Patent Number:	D707146
Patent Number:	D937459
Patent Number:	D964833
CORRESPONDENCE DATA	
Fax Number:	3059615812
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3055790812
Email:	mrv@gtlaw.com, Mary.Marcos@gtlaw.com
Correspondent Name:	Manuel R. Valcarcel Esq.
Address Line 1:	Greenberg Traurig, P.A.
Address Line 2:	333 S.E. 2nd Avenue, 44th Floor

PATENT

Address Line 4:	Miami, FLORIDA 33131
ATTORNEY DOCKET NUMBER:	202848.020500
NAME OF SUBMITTER:	Mary Marcos
SIGNATURE:	/Mary Marcos/
DATE SIGNED:	02/14/2025
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Seymour of Sycamore - Patent Security Agreement (Aervoe LLC) (Executed) (002793)#page1.tiff source=Seymour of Sycamore - Patent Security Agreement (Aervoe LLC) (Executed) (002793)#page2.tiff source=Seymour of Sycamore - Patent Security Agreement (Aervoe LLC) (Executed) (002793)#page3.tiff source=Seymour of Sycamore - Patent Security Agreement (Aervoe LLC) (Executed) (002793)#page4.tiff source=Seymour of Sycamore - Patent Security Agreement (Aervoe LLC) (Executed) (002793)#page5.tiff	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Agreement"), dated as of January 29, 2025, is made by the Person listed on the signature pages hereto (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of the Secured Parties (in such capacity and together with any successor in such capacity, the "Administrative Agent").

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office. Capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Pledge and Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Administrative Agent as follows:

Section 1. **Grant of Security Interest**. Pursuant to the terms of the Pledge and Security Agreement, the Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to all of the Grantor's right, title and interest in or to (as set forth in the Pledge and Security Agreement) the following assets and properties whether now owned or hereafter acquired or arising and wherever located or in which the Grantor now has or at any time hereafter acquires any right, title or interest in (collectively, the "Patent Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Patent owned by the Grantor (including, without limitation, any United States Patent identified in Schedule 1 hereto).

Section 2. **Security for Obligations**. The grant of a security interest in the Patent Collateral by the Grantor under this Agreement secures the payment and performance of all of the Secured Obligations of the Secured Parties now or hereafter existing under the Credit Agreement.

Section 3. **Recordation**. The Grantor authorizes the Commissioner for Patent and any other government officials to record and register this Agreement upon request by the Administrative Agent.

Section 4. **Loan Documents**. This Agreement has been entered into pursuant to and in conjunction with the Pledge and Security Agreement, which is hereby incorporated by reference. The provisions of the Pledge and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Patent Collateral

are as provided by the Credit Agreement, the Pledge and Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit or expand such rights and remedies.

Section 5. **Authorization to Supplement**. The Grantor shall comply with the obligations set forth in Section 4.7 of the Pledge and Security Agreement in connection with obtaining rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new patent rights of the Grantor identified on the schedules delivered by the Grantor to the Administrative Agent pursuant to Section 4.7 of the Pledge and Security Agreement and which become part of the Collateral under the Pledge and Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

Section 6. **Execution in Counterparts**. This Agreement may be executed in counterparts and by different parties hereto in different counterparts, each of which shall constitute an original and all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. **Successors and Assigns**. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8. **Governing Law**. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Section 9. **No Strict Construction**. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 10. **Severability**. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

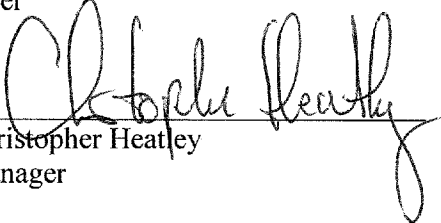
[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE GRANTOR:

AERVOE, LLC, a Nevada limited liability company


By: Quintessential Group LLC
Its: Manager

By: 
Name: Christopher Heatley
Title: Manager

[Signature Page to Patent Security Agreement]

AGREED TO AND ACCEPTED:

**JPMORGAN CHASE BANK, N.A., as
Administrative Agent**

By: 
Name: Todd Krippel
Title: Authorized Officer

Address for Notices:

Middle Market Servicing
10 South Dearborn, Floor 35
Suite IL 1-1145
Chicago, IL 60603-2300
Attention: Michael Bergner

Signature Page to Patent Security Agreement

**PATENT
REEL: 070225 FRAME: 0174**

Schedule 1

Utility Patents

Application No.	Patent No.	Title	Filing Date	Status Date	Expiration Year	Response Due	Status	Owner
12/831,263	8,544,686 B2	System for Dispensing Sprayable Material	7.7.2010	10.1.2013	2030	N/A	Issued	Owned by Aervoe Industries, Inc.
14/011,096	8,910,831 B2	System for Dispensing Sprayable Material	8.27.2013	12.16.2014	2033	N/A	Issued	Owned by Aervoe Industries, Inc.
14/492,461	9,114,415 B2	System and Method for Dispensing Sprayable Material	10.7.2014	8.25.2015	2034	N/A	Issued	Owned by Aervoe Industries, Inc.
13/049,761	8,579,460 B2	LED Flare and System	3.16.2011	11.12.2013	2031	N/A	Issued	Owned by Aervoe Industries, Inc.
13/105,994	8,550,653 B2	LED Flare	5.12.2011	10.8.2013	2031	N/A	Issued	Owned by Aervoe Industries, Inc.
14/017,489	9,046,229 B2	Stackable LED Flare and System	9.4.2013	6.2.2015	2033	N/A	Issued	Owned by Aervoe Industries, Inc.

Design Patents

Application No.	Patent No.	Title	Filing Date	Status Date	Expiration Year	Response Due	Status	Owner
29/387,692	D650,932 S	LED Flare	3.16.2011	12.20.2011	2025	N/A	Issued	Owned by Aervoe Industries, Inc.
29/391,694	D654,387 S	LED Flare	5.12.2011	2.21.2012	2026	N/A	Issued	Owned by Aervoe Industries, Inc.
29/466,050	D707,146 S	LED Flare	9.4.2013	6.17.2014	2028	N/A	Issued	Owned by Aervoe Industries, Inc.
29/696,638	D937,459 S	Illuminated Baton	6.28.2019	11.30.2021	2034	N/A	Issued	Owned by Aervoe Industries, Inc.
29/735,779	D964,833 S	Spray Paint Applicator	5.24.2020	9.27.2022	2037	N/A	Issued	Owned by Aervoe Industries, Inc.